

EXECUTIVE SUMMARY

AMENDMENT

FOR

**AMERITECH ADVANCED DATA SERVICES OF ILLINOIS, INC.
AMERITECH ADVANCED DATA SERVICES OF INDIANA, INC.
AMERITECH ADVANCED DATA SERVICES OF MICHIGAN, INC.
AMERITECH ADVANCED DATA SERVICES OF OHIO, INC.
AMERITECH ADVANCED DATA SERVICES OF WISCONSIN, INC.**

ILLINOIS, INDIANA, MICHIGAN, OHIO, WISCONSIN

Ameritech Advanced Data Services of Illinois, Inc., Ameritech Advanced Data Services of Indiana, Inc., Ameritech advanced Data Services of Michigan, Inc., Ameritech Advanced Data Services of Ohio, Inc., Ameritech Advanced Data Services of Wisconsin, Inc. has signed an Amendment to add Attachment for RABT Modified Maintenance Process to Appendix: xDSL to their Interconnection Agreement for the states of Illinois, Indiana, Michigan, Ohio and Wisconsin.

This amendment shall become effective upon execution by both parties.

The AADS amendments for RABT for the states IL, IN, MI, OH, WI will not require pricing from contract pricing because it is in the Amendment language per Dale Ward (214-464-8330) of Contract Pricing.

This is a standard amendment template with ROR language approved by Amy Wagner (405-291-6754) of the Legal Department.

Celeste McGee (214-464-8147) is the Lead Negotiator and Doug Summers (312-335-6585) is the Account Manager for Ameritech Advanced Data Services of Illinois, Inc., Ameritech Advanced Data Services of Indiana, Inc., Ameritech advanced Data Services of Michigan, Inc., Ameritech Advanced Data Services of Ohio, Inc., Ameritech Advanced Data Services of Wisconsin, Inc.

The CLEC Notice Information is as follows:

CLEC Officer Name:

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PREPARED BY WANDA DEDNER (214-745-3766).

**AMENDMENT
TO INTERCONNECTION AGREEMENT**

by and between

**ILLINOIS BELL TELEPHONE COMPANY,
INDIANA BELL TELEPHONE COMPANY INCORPORATED,
MICHIGAN BELL TELEPHONE COMPANY D/B/A AMERITECH MICHIGAN,
THE OHIO BELL TELEPHONE COMPANY,
WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN**

AND

**AMERITECH ADVANCED DATA SERVICES OF ILLINOIS, INC.
AMERITECH ADVANCED DATA SERVICES OF INDIANA, INC.
AMERITECH ADVANCED DATA SERVICES OF MICHIGAN, INC.
AMERITECH ADVANCED DATA SERVICES OF OHIO, INC.
AMERITECH ADVANCED DATA SERVICES OF WISCONSIN, INC.**

The Interconnection Agreement (“the Agreement”) by and between Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, The Ohio Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin and Ameritech Advanced Data Services of Illinois, Inc., Ameritech Advanced Data Services of Indiana, Inc., Ameritech Advanced Data Services of Michigan, Inc., Ameritech Advanced Data Services of Ohio, Inc., Ameritech Advanced Data Services of Wisconsin, Inc. (“CLEC”) is hereby amended as follows:

(1) The Attachment for the Removal of All or Non-Excessive Bridged Tap Using a Modified Maintenance Process, Optional Attachment to Appendix: xDSL, which is attached hereto and incorporated herein by this reference, is hereby added to the Agreement as an Attachment to Appendix: xDSL.

(2) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court’s opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit’s decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC’s Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC’s Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the

“ISP Intercarrier Compensation Order”) (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC Ameritech reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC Ameritech the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

(3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

(5) This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission, the Indiana Utilities Regulatory Commission, the Michigan Public Service Commission, the Public Utilities Commission of Ohio, the Public Utilities Commission of Wisconsin and shall become effective ten (10) days following approval by such Commissions.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2002, by and between Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, The Ohio Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Ameritech Advanced Data Services of Illinois, Inc., Ameritech Advanced Data Services of Indiana, Inc., Ameritech Advanced Data Services of Michigan, Inc., Ameritech Advanced Data Services of Ohio, Inc., Ameritech Advanced Data Services of Wisconsin, Inc. **Illinois Bell Telephone Company, Indiana Bell Telephone Company, Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, The Ohio Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin by SBC Telecommunications, Inc., its authorized agent**

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: President - Industry Markets

Date: _____

Date: _____

AECN/OCN# _____
(Facility Based – if applicable)

ATTACHMENT FOR THE REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP USING A MODIFIED MAINTENANCE PROCESS

Optional Attachment to Appendix DSL

1. INTRODUCTION

- 1.1 This Attachment to Appendix: xDSL of this Agreement sets forth the rates, terms and conditions for the Removal of All or Non-Excessive Bridged Tap using a modified version of the standard maintenance process for xDSL Capable Loops and the High Frequency Portion of the Loop (HFPL). This optional process is made available to CLECs as an alternative to SBC-12STATE's existing ordering processes.
- 1.2 Except as otherwise provided herein, the rates, terms and conditions set forth elsewhere in this Agreement pertaining to xDSL capable loops and the HFPL shall remain unchanged and in full force and effect.
- 1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, SBC-12-STATE, means the applicable SBC ILECs listed above doing business in Arkansas, California, Kansas, Illinois, Indiana, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, SBC-SWBT, means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, SBC-AMERITECH, means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, SBC-PACIFIC, means the applicable above listed ILEC doing business in California.
- 1.8 As used herein, SBC-NEVADA, means the applicable above listed ILEC doing business in Nevada.

2. DEFINITIONS

- 2.1 A loop meeting “minimum qualifications” means the loop has no load coils, repeaters, or bridged tap in excess of 2.5Kft, and no one segment of bridged tap longer than 2Kft in length.
- 2.2 Removal of All Bridged Tap means the removal of 100% of the bridged tap on an xDSL capable loop or the HFPL.
- 2.3 Removal of Non-Excessive Bridged Tap means the removal of 100% of the bridged tap less than 2.5 Kft. in length from an xDSL capable loop or the HFPL.

3. REMOVAL OF ALL OR NON-EXCESSIVE BRIDGED TAP OFFERING

- 3.1 To be eligible for the removal of All or Non-Excessive Bridged Tap, a CLEC has to have ordered an xDSL capable loop or the HFPL on the original service order. After the service order has completed, the CLEC must generate a Trouble Ticket pursuant to Section 5 of this Attachment with the Local Operations Center (LOC) and specify the type of bridged tap conditioning requested on the Trouble Ticket. Upon the CLEC’s request, the LOC will investigate and will address any **SBC-12STATE** non-conditioning related reasons for any No Sync situation, or ensure CLEC’s bridged tap removal request is appropriate by verifying the subject bridged tap is located on the loop: provided, however, **SBC-12STATE** does not guarantee the synchronization of any loop.
- 3.2 Except as otherwise provided below, in response to a CLEC’s Trouble Ticket requesting the removal of All or Non-Excessive Bridged Tap, **SBC-12STATE** will offer CLEC, a zero plus five (0 + 5) business day interval; provided, however, in those instances where **SBC-12STATE** determines it is not possible to Remove All or Non-Excessive Bridged Tap under this Attachment, including but not limited to situations in which municipalities will not grant rights of way to certain areas, **SBC-12STATE** has no obligation to perform the requested conditioning under this Attachment; and, in those instances where **SBC-12STATE** determines that it can Remove All or Non-Excessive Bridged Tap under this Attachment, but cannot meet the zero plus five (0 + 5) business day interval, including but not limited to situations involving municipalities which may affect access to certain areas, the Parties understand and agree that the zero plus five (0 + 5) business day interval set forth above shall not apply, but instead, in such situations, **SBC-12STATE** will respond to CLEC-referred Removal of All or Non-Excessive Bridged Tap Trouble Tickets for xDSL Capable Loops and the HFPL in parity with repair intervals **SBC-12STATE** provides to its advanced services affiliates. **SBC-12-STATE** will advise CLEC as soon as possible when **SBC-12STATE** is unable to Remove All or Non-Excessive Bridged Tap under this Attachment or is unable to meet the zero plus five (0 + 5) business day interval.

- 3.3 If the Removal of All or Non-Excessive Bridged Tap has been requested by the CLEC on the Trouble Ticket, the opening of the Trouble Ticket with specific conditioning requests will be used as authorization from CLEC for **SBC-12STATE** to condition the loop as requested. CLEC will then be billed and shall pay the appropriate conditioning charges for any such conditioning performed by **SBC-12STATE** pursuant to the Removal of All or Non-Excessive Bridged Tap Pricing Schedule attached hereto and incorporated herein by this reference.
- 3.4 The Removal of All or Non-Excessive Bridged Tap using this Modified Maintenance Process applies only to xDSL capable loops and the HFPL.
- 3.5 The initial service order must have closed prior to the opening of the Trouble Ticket for the Removal of All or Non-Excessive Bridged Tap pursuant to the process outlined in this Attachment.

4. TESTING

- 4.1 All testing requests after the completion of the service order will follow the testing procedures outlined for xDSL capable loops (and the HFPL, as applicable) elsewhere in this Agreement.
- 4.2 CLEC shall assist in trouble isolation for the Removal of All or Non-Excessive Bridged Tap-related initial Trouble Tickets by obtaining and providing to **SBC-12STATE** interferor information on the loop at the time of opening the Trouble Ticket.

5. MAINTENANCE /SERVICE ASSURANCE

- 5.1 Prior to opening of a trouble ticket for the Removal of All or Non-Excessive Bridged Tap, CLEC must verify that the problem is not CLEC-related.
 - 5.1.1 **SBC-SWBT** only: If a Removal of All or Non-Excessive Bridged Tap Trouble Ticket is opened, and it is later determined by **SBC-SWBT** that the requested conditioning is not available because no such bridged tap was on the loop, the Trouble Ticket will be closed as a 'No Trouble Found' (NTF), and **SBC-SWBT** will charge and CLEC shall pay a Maintenance Service Charge on a Time and Material basis, pursuant to applicable tariffed rates contained in sections 13.4.2 and 13.4.4 of the FCC No. 73.
 - 5.1.2 **SBC-AMERITECH** only: If a Removal of All or Non-Excessive Bridged Tap Trouble Ticket is opened, and it is later determined by **SBC-AMERITECH** that the requested conditioning is not available because no such bridged tap was on the loop, the Trouble Ticket will be closed as a 'Customer Provided Equipment' (CPE), and **SBC-AMERITECH** will charge and CLEC shall pay a Maintenance Service Charge on a Time and

Materials and/or Service Call Charge basis, pursuant to applicable tariffed rates contained in section 13.2.6 of the FCC No. 2.

5.1.3 SBC-PACIFIC only: If a Removal of All or Non-Excessive Bridged Tap Trouble Ticket is opened, and it is later determined by SBC-PACIFIC that the requested conditioning is not available because no such bridged tap was on the loop, the Trouble Ticket will be closed as a 'No Trouble Found' (NTF), and SBC-PACIFIC will charge and CLEC shall pay a Maintenance Service Charge on a Time and Material basis, pursuant to applicable tariffed rates contained in section 175-T and section 13 Access Tariff of the FCC No. 1.

5.1.4 SBC-NEVADA only: If a Removal of All or Non-Excessive Bridged Tap Trouble Ticket is opened, and it is later determined by SBC-NEVADA that the requested conditioning is not available because no such bridged tap was on the loop, the Trouble Ticket will be closed as a 'No Trouble Found' (NTF), and SBC-NEVADA will charge and CLEC shall pay a Maintenance Service Charge on a Time and Material basis, pursuant to applicable tariffed rates contained in section 18.8.2 of the FCC No. 1.

5.2 CLEC may open a trouble ticket for the Removal of All or Non-Excessive Bridged Tap via the following two methods:

- I. Calling the Local Operations Center and opening a manual ticket through the call center with a specific conditioning request e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."
- II. Opening an electronic bonding ticket. If the Trouble Ticket is opened by an electronic bonding ticket, CLEC must request specific conditioning in the remarks field e.g., "Found Bridged Tap (BT) on loop, request Removal of Non-Excessive BT."

Both methods require the following:

1. If Excessive Bridged Tap is present on the loop, CLEC may request the removal of All BT.
2. If Excessive Bridged Tap is not present on the loop, CLEC may request Removal of Non-Excessive BT (the remaining BT left on the loop after Excessive BT has been removed).
3. Once All the Bridged Tap has been removed, any future Trouble, Tickets concerning Bridged Tap will require a vendor meet via Trouble Ticket with the LOC. Vendor meet procedures can be found in SBC's CLEC On-Line Handbook.

4. It is the CLEC's obligation to document on the trouble ticket the type of conditioning it is requesting be performed by **SBC-12STATE** i.e., the Removal of All or Non-Excessive Bridged Tap. If the specific Removal of All or Non-Excessive Bridged Tap conditioning request is not documented on the CLEC Trouble Ticket, the Trouble Ticket will be returned to CLEC for specific information.
 5. Any conditioning requests for the removal of Excessive Bridged Tap or for the removal of Load Coils or Repeaters, will be performed pursuant to the existing rates, terms and conditions for xDSL-capable loops and the HFPL provided for elsewhere in this Agreement.
- 5.3 Except as otherwise provided for herein, when a Trouble Ticket is opened by CLEC for the Removal of All or Non-Excessive Bridged Tap conditioning, a zero plus five (0+ 5) business day interval will be given. Trouble Ticket authorization for conditioning and billing will be provided as follows:
- 5.3.1 Except as otherwise provided for herein, if the Trouble Ticket is opened as a ticket for the Removal of All or Non-Excessive Bridged Tap Conditioning, for a 26 gauge equivalent loop length (referred by ANSI T1.417/2001), over 12Kft, **SBC-12STATE** will use that designation and the initiation of the Trouble Ticket by the CLEC as approval for line conditioning and the loop will be conditioned by **SBC-12STATE**. The CLEC will then be billed and shall pay the appropriate Removal of All or Non-Excessive Bridged Tap conditioning charges upon the completion of the requested conditioning by **SBC-12STATE**.
 - 5.3.2 Except as otherwise provided for herein, if a CLEC's trouble ticket is opened for the Removal of Non-Excessive Bridged Tap Conditioning Ticket for a 26 gauge equivalent loop length (referred by ANSI T1.417/2001), between 0Kft and 12 Kft, and the loop is conditioned to remove bridged tap beyond that required to meet minimum qualifications (**SBC-12STATE** is requested to remove bridged tap less than 2.5 Kft in length), **SBC-12STATE** will bill and CLEC shall pay for all conditioning performed by **SBC-12STATE** for the Removal of Non-Excessive Bridged Tap via the trouble ticket process.
 - 5.3.3 In the case of section 5.3.1 or 5.3.2 the **SBC-12STATE** LOC will notify CLEC as soon as the trouble is closed, whether conditioning has been performed or not.
- 5.4 Escalations for Trouble Tickets will follow the existing procedures listed in the CLEC On-Line Handbook.

6. PRICING

- 6.1 The rates that SBC-12STATE shall charge and CLEC shall pay for the Removal of All or Non-Excessive Bridged Tap are set forth on the attached Pricing Schedules.

7. RESERVATION OF RIGHTS

- 7.1 The Parties acknowledge and agree that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, the FCC has also issued the following orders: its Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147 (rel. August 7, 1998), its First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147 (rel. March 31, 1999), its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999) and its Supplemental Order Clarification, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98 and its Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98 (rel. January 19, 2001) (collectively the "Orders"). By incorporating this Attachment into the Parties' Interconnection Agreement, neither Party waives any of its rights with respect to such Orders. The Parties further acknowledge and agree that the rates, terms and conditions set forth herein and the xDSL and any HFPL provisions in this Agreement are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein or the xDSL or any HFPL provisions in this Agreement, specifically including those arising with respect to the Orders or any other proceeding, the affected provision(s) will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Parties' Agreement (including this Attachment). If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or

the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 8.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element, including but not limited to the xDSL rates, terms and conditions (and any HFPL rates, terms and conditions) in this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

9. WAIVERS

- 9.1 **SBC-PACIFIC and SBC-NEVADA**: The Parties acknowledge that **SBC-PACIFIC/SBC-NEVADA** will have to make modifications to its rate tables in order to implement the rates set forth in this Attachment. The Parties agree that any and all billing adjustments made to any bills pursuant to this Attachment for the removal of all or non-excessive bridged tap issued prior to making such rate table modifications are not subject to **SBC-PACIFIC's/SBC-NEVADA's** obligations under the Service Performance Measurements or any other performance measure plan and that no performance incentive payments or credits or any other form of performance payments or liquidated damages shall apply to any billing adjustment(s) made in connection with this Attachment. Further the Parties agree that any adjustments made in connection with this Attachment prior to making the rate table modifications will not be included in or affect any past, current or future performance measurement results.

**Removal of All and Non-Excessive Bridged Tap Non Recurring Charge
Pricing Schedule**

ILLINOIS			AIT RECURRING		AIT NON-REC.
			Monthly		
		Removal of All Bridged Tap			
		DSL Loops - >12KFT and < 17.5KFT			
		Removal of All Bridged Tap	N/A	\$742.35	N/A
		Removal of Non-Excessive Bridged Tap			
		DSL loops - >0KFT and < 17.5KFT			
		Removal of Non-Excessive Bridged Tap	N/A	\$286.75	N/A
		Removal of All Bridged Tap > 17.5KFT			
		DSL Loops - > 17.5KFT - per element			
		Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A	\$286.75	N/A
		Removal of Non-Excessive Bridged Tap > 17.5KFT			
		DSL Loops - >17.5KFT - per element			
		Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA	\$286.75	N/A

INDIANA			AIT RECURRING		AIT NON-REC.
			Monthly		
		Removal of All Bridged Tap			
		DSL Loops - >12KFT and < 17.5KFT			
		Removal of All Bridged Tap	N/A	\$549.92	N/A
		Removal of Non-Excessive Bridged Tap			
		DSL loops - >0KFT and < 17.5KFT			
		Removal of Non-Excessive Bridged Tap	N/A	\$212.42	N/A
		Removal of All Bridged Tap > 17.5KFT			
		DSL Loops - > 17.5KFT - per element			
		Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A	\$212.42	N/A
		Removal of Non-Excessive Bridged Tap > 17.5KFT			
		DSL Loops - >17.5KFT - per element			
		Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA	\$212.42	N/A

MICHIGAN			AIT RECURRING		AIT NON-REC.
			Monthly		
		Removal of All Bridged Tap			
		DSL Loops - >12KFT and < 17.5KFT			
		Removal of All Bridged Tap	N/A	\$585.18	N/A
		Removal of Non-Excessive Bridged Tap			
		DSL loops - >0KFT and < 17.5KFT			
		Removal of Non-Excessive Bridged Tap	N/A	\$226.04	N/A
		Removal of All Bridged Tap > 17.5KFT			
		DSL Loops - > 17.5KFT - per element			
		Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A	\$226.04	N/A
		Removal of Non-Excessive Bridged Tap > 17.5KFT			
		DSL Loops - >17.5KFT - per element			
		Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA	\$226.04	N/A

OHIO			AIT RECURRING		AIT NON-REC.
			Monthly		
		Removal of All Bridged Tap			
		DSL Loops - >12KFT and < 17.5KFT			
		Removal of All Bridged Tap	N/A	\$634.27	N/A
		Removal of Non-Excessive Bridged Tap			
		DSL loops - >0KFT and < 17.5KFT			
		Removal of Non-Excessive Bridged Tap	N/A	\$245.00	N/A
		Removal of All Bridged Tap > 17.5KFT			
		DSL Loops - > 17.5KFT - per element			
		Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A	\$245.00	N/A
		Removal of Non-Excessive Bridged Tap > 17.5KFT			
		DSL Loops - >17.5KFT - per element			
		Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA	\$245.00	N/A

WISCONSIN			AIT RECURRING	AIT NON-REC.	
			Monthly		
		Removal of All Bridged Tap			
		DSL Loops - >12KFT and < 17.5KFT			
		Removal of All Bridged Tap	N/A	\$597.10	N/A
		Removal of Non-Excessive Bridged Tap			
		DSL loops - >0KFT and < 17.5KFT			
		Removal of Non-Excessive Bridged Tap	N/A	\$230.66	N/A
		Removal of All Bridged Tap > 17.5KFT			
		DSL Loops - > 17.5KFT - per element			
		Incremental Removal of All Bridged Tap > 17.5KFT - per element	N/A	\$230.66	N/A
		Removal of Non-Excessive Bridged Tap > 17.5KFT			
		DSL Loops - >17.5KFT - per element			
		Incremental Removal of Non-Excessive Bridged Tap > 17.5KFT - per element	NA	\$230.66	N/A